

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

AGROFRESH INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 16-662 (MN)
	)	
ESSENTIV LLC, DECCO U.S. POST-	)	
HARVEST, INC., CEREXAGRI, INC. d/b/a	)	
DECCO POST-HARVEST, and UPL, LTD.,	)	
	)	
Defendants.	)	

**VERDICT FORM**

We, the jury in the above-entitled action, unanimously find as follows:

**Trade Secret Misappropriation**

Question No. 1: Did AgroFresh prove by a preponderance of the evidence that it possessed the following as trade secrets:

(a) Information in the '216 Patent

YES: \_\_\_\_\_

NO: ✓

(b) Gas generator

YES: ✓

NO: \_\_\_\_\_

(c) Gas sampler

YES: ✓

NO: \_\_\_\_\_

(d) Treatment Tents

YES: \_\_\_\_\_

NO: ✓

(e) Testing Protocols

YES: ✓

NO: \_\_\_\_\_

(f) Treatment Parameters

YES: ✓

NO: \_\_\_\_\_

Question No. 2: If you answered "YES" to any part of Question 1, for each part(s) that you answered "YES" to, did AgroFresh prove by a preponderance of the evidence that Decco and UPL misappropriated AgroFresh's trade secret?

(a) Information in the '216 Patent

YES: \_\_\_\_\_

NO: ✓

(b) Gas generator

YES: ✓

NO: \_\_\_\_\_

(c) Gas sampler

YES: ✓

NO: \_\_\_\_\_

(d) Treatment Tents

YES: \_\_\_\_\_

NO: ✓

(e) Testing Protocols

YES: ✓

NO: ✓

(f) Treatment Parameters

YES: ✓

NO: \_\_\_\_\_

Question No. 3: If you answered "YES" to any part of Question 1 and also answered "YES" to the corresponding part of Question 2, was the trade secret misappropriation willful and malicious?

YES: ✓

NO: \_\_\_\_\_

**Unfair Competition**

Question No. 4: Did AgroFresh prove by a preponderance of the evidence each of the elements of its unfair competition claim against Defendants Decco and UPL?

YES: ✓ NO:                     

**Intentional Interference with MirTech Agreements and Business Relationship**

Question No. 5: Did AgroFresh prove by a preponderance of the evidence each of the elements of its intentional interference (with MirTech agreements) claim against Defendants Decco and UPL?

YES: ✓ NO:                     

**Intentional Interference with Customer Contracts**

Question No. 6: Did AgroFresh prove by a preponderance of the evidence each of the elements of its intentional interference (with customer contracts) claim against Defendants Decco and UPL?

YES: ✓ NO:                     

**Intentional Interference with Prospective Business Relationships**

Question No. 7: Did AgroFresh prove by a preponderance of the evidence each of the elements of its intentional interference (with prospective business relationships) claim against Defendants Decco and UPL?

YES:                      NO: ✓

**Conversion**

Question No. 8: Did AgroFresh prove by a preponderance of the evidence each of the elements of its conversion claim against Defendants Decco and UPL?

YES: ✓

NO:   

**Civil Conspiracy**

Question No. 9: Fill in the chart below, writing either "YES" or "NO" in each box, to represent your finding as to whether AgroFresh showed, by a preponderance of the evidence, that the identified Defendant engaged in a civil conspiracy with the other defendant and/or with Dr. Mir or MirTech with respect to each identified count.

Count	Did Defendant UPL engage in a civil conspiracy?	Did Defendant Decco engage in a civil conspiracy?
Trade Secret Misappropriation	NO	YES
Unfair Competition	NO	YES
Intentional Interference with MirTech Agreements and Business Relationship	YES	YES
Intentional Interference with Customer Contracts	YES	YES
Intentional Interference with Prospective Business Relationships	NO	NO
Conversion	NO	YES

**Infringement of the '849 Patent**

Question No. 10: Did AgroFresh prove by a preponderance of the evidence that Decco infringed claim 1 of the Daly '849 patent?

YES: ✓ NO:           

Question No. 11: Did Decco prove by clear and convincing evidence that claim 1 of the Daly '849 patent is invalid for anticipation?

YES:            NO: ✓

Question No. 12: Did Decco prove by clear and convincing evidence that claim 1 of the Daly '849 patent is invalid as indefinite?

YES:            NO: ✓

Question No. 13: If you answered "YES" to Question 10 and you answered "NO" to each of Questions 11 and 12, was Decco's infringement of the Daly '849 patent willful?

YES: ✓ NO:

**Compensatory Damages**

Question No. 14: If you

- (a) answered "YES" to any part of Question 2; or
- (b) answered "YES" to any of Questions 4, 5, 6, 7, 8 or 9; or
- (c) answered "YES" to Question 10 and you answered to "NO" to each of Questions 11 and 12,

did AgroFresh prove by a preponderance of the evidence damages for actual loss caused by Defendants' action(s), and if so, state the amount.

\$ 6,000,000.00

**Compensatory Damages – Unjust Enrichment (Trade Secrets Only)**

Question No. 15: If you answered "YES" to any part of Question 2, did AgroFresh prove by a preponderance of the evidence damages for any unjust enrichment caused by the misappropriation of the trade secret(s), and if so, state the amount.

\$ 1,013,000.00

**Punitive Damages**

Question No. 16: If you answered "Yes" to any of Questions 4-9 above, what amount of punitive damages, if any, do you award to AgroFresh against Defendants Decco and UPL?

\$ 24,000,000.00

Dated: 10/11/19 —

